

ATTACHMENT 1

Tank and Bilge Cleaning and Disposal Services

PERFORMANCE WORK STATEMENT

08/25/2020

PERFORMANCE WORK STATEMENT (PWS)

Tank and Bilge Cleaning and Disposal Services and Power Washing Services

- 1 **GENERAL:** This is a non-personal services contract to provide tank and bilge cleaning and disposal services, Marine Chemist services and power washing services of underwater hulls at the U.S. Coast Guard Yard (CG Yard)), Curtis Bay, Baltimore, MD. Performance shall take place on vessels in dry-dock or pier-side. The Government will not exercise any supervision or control over the Contractor's employees performing the services herein. The Contractor's employees shall be accountable solely to the Contractor, who in turn is responsible to the Government.
 - 1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, tools, supervision, and other items necessary to perform tank and bilge cleaning disposal services, Marine Chemist services and power washing services of underwater hulls as defined in this PWS, except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this PWS; if no standards are specified then to a commercially reasonable standard.
 - 1.2 **Background:** It is anticipated that the CG Yard will require tank and bilge cleaning and disposal services, Marine Chemist services and power washing services of underwater hulls due to the number of vessels scheduled for Yard Availability. The vessel lengths currently at the Yard, vary among 378' High Endurance Cutters, 360' Offshore Patrol Cutters, 295' Eagle, 270' Medium Endurance Cutters, 225' Seagoing Buoy Tenders, 210' Medium Endurance Cutters, 175' Coastal Buoy Tender, 154' Fast Response Cutter, 140' Ice Breakers, 110' & 87' Patrol Boats, and Navy YP Vessels. Additional vessels are anticipated and their sizes are not known at this time.
 - 1.3 **Objectives/Scope:** The Contractor shall be required to clean tanks and bilges aboard vessels under going repair, renovation, or construction at the CG Yard, Baltimore, MD 21226. The requirement shall pertain to the following tanks:

1. DIESEL OIL	6. HYDRAULIC OIL
2. VOID	7. USED (WASTE) OIL
3. JP-5 FUEL	8. BALLAST WATER
4. LUBE OIL	9. POTABLE WATER
5. SEWAGE EFFLUENT	10. OILY WATER

This requirement shall pertain to the following Yard Storage Tanks at the CG YARD, Baltimore, MD 21226

 1. 10K STORAGE TANK (2 each) [Bldg. 62B]
 2. 4K STORAGE TANK [portable]
 3. 500 GALLON STORAGE TANK (4 each) [portable]
 4. OTHER STORAGE TANKS (rentals for individual projects)

This requirement shall pertain to the following bilges aboard vessels undergoing repair, renovation, or construction at the CG YARD, Baltimore, MD 21226:

1. ENGINE ROOM
2. MOTOR ROOM
3. STORAGE COMPARTMENTS
4. AUX MACHINERY SPACES
5. SHAFT ALLEYS

1.3.1 **Tank Construction:**

- A. Centerline: Located near centerline of ship, above double bottom, having a minimum number of structural members inside.
- B. Wing: Located along sides of ship, usually narrow and deep, with a large number of structural members inside.
- C. Double Bottom: Located in the lowest part of ship, having a maximum number of structural members inside.
- D. Independent: Located in a compartment and not an integral part of ship's structure.

1.3.1.1 **Tank Cleaning Conditions:** All of the aforementioned tanks and voids are to be clean in accordance with the following CG Yard cleanliness conditions. The conditions to which the Contractor must clean each tank will be specified on the task order.

1.3.1.1.1 Condition Code (A) clean for use.

- a. All liquid in each tank shall be removed, including but not limited to, solids, sludge, residue, debris, rags, and cleaning liquid.
- b. This shall require a Gas Free Certification, safe for personnel, safe for hot work.
- c. Provide 140 degrees F + or - 10 degrees hot water, detergent cleaning and wipe dry for Diesel Oil and Lube Oil Tanks.
- d. Provide 140 degrees F + or - 10 degrees Hot Water, detergent cleaning and wipe dry w/lint free cloths for Hydraulic Oil Tanks.
- e. Provide cold water cleaning and wiped dry for JP-5 Oil Tanks.
- f. Provide cold water cleaning under pressure, hand scrapping of scale build-up, and removal of remaining residue for Sewage and Grey Water Tanks.
- g. Provide cold water washing, under pressure to the interior of all Ballast Water Tanks and Voids beginning at the top, proceeding down the sides and across the bottom of the tank or void. Remove residual water and wipe DRY.
- h. Provide hot water and soap suds to scrub the interior of all Potable Water Tanks beginning at the top, proceeding down the sides and across the bottom of the tank. Remove residual water and wipe DRY.
- i. All tanks shall be wiped DRY to the finished surface.

1.3.1.1.2 Condition Code (B) clean to Gas Free.

- a. All liquid in each tank shall be removed, including but not limited to, solids, sludge, residue, debris, rags, and cleaning liquid.
- b. This condition shall require a Gas Free Certification, safe for personnel, safe for hot work.
- c. Provide 140 degrees F + or - 10 degrees hot water, detergent cleaning, and wipe dry for Diesel Oil and Lube Oil Tanks.
- d. Provide 140 degrees F + or - 10 degrees hot water, detergent cleaning, and wipe dry w/lint free cloths for Hydraulic Oil Tanks.
- e. Provide cold water cleaning and wipe dry for JP-5 Oil Tanks.
- f. Provide cold water cleaning under pressure, hand scrapping of scale build-up, and removal of remaining residue for Sewage, Grey Water, and Fuel Tanks.
- g. All tanks shall be wiped DRY, removing all residue from surface.

1.3.1.1.3 Condition Code (C), clean to Gas Free and to SSPC-SP-1, Society for Protective Coatings – Solvent Cleaning.

- a. All liquid in each tank shall be removed, including but not limited to, solids, sludge, residue, debris, rags, and cleaning liquid.
- b. This condition shall require a Gas Free Certification, safe for personnel, safe for hot work.
- c. Provide 140 degrees F + or - 10 degrees hot water, detergent cleaning and wipe dry for Diesel Oil and Lube Oil Tanks.
- d. Provide 140 degrees F + or - 10 degrees hot water, detergent cleaning and wipe dry w/lint free cloths for Hydraulic Oil Tanks.
- e. Provide cold water cleaning and wipe dry for JP-5 Oil Tanks.
- f. Provide cold water cleaning, under pressure, hand scrapping of scale build-up and removal of remaining residue for Sewage, Grey Water, and Fuel Tanks.
- g. All tanks shall be wiped with cleaning solvent and wiped DRY, removing all residue from surface.

1.3.1.2 **Bilge Cleaning Conditions:** All of the aforementioned bilges are to be cleaned in accordance with the following CG Yard cleanliness conditions. The conditions to which the Contractor must clean each tank will be specified on the task order. The Contractor may encounter oily water, solids, sludge, and various debris while cleaning the bilges. The Contractor shall provide proper cleaning equipment to clean under numerous structural members and inside pockets, as well as machinery foundations, where liquids collect.

1.3.1.2.1 Condition Code (A), clean for use.

- a. All material removed to eliminate all substances, including but not limited to liquids, solids, sludge, debris, rags and cleaning liquids
- b. This condition will require a detergent cleaning and wiped DRY.
- c. This condition may require a gas free certificate.

1.3.1.2.2 Condition Code (B), clean to Gas Free.

- a. All material removed to eliminate all volatile substances including but not limited to liquids, solids, sludge, debris, rags, and cleaning liquids.
- b. This condition will require a detergent cleaning and wiped DRY. Some tanks (i.e., sewage, grey water) may require bleaching prior to cleaning to assist in removing any residue from surface.
- c. This condition shall require a Gas Free certificate.

1.3.1.2.3 Condition Code (C), clean to Gas Free and SSPC-SP-1, Society for Protective Coatings – Solvent Cleaning.

- a. All material removed to eliminate all volatile substances including but not limited to liquids, solids, sludge, debris, rags and cleaning liquids.
- b. This condition will require a detergent cleaning and wipe with cleaning solvent and wiped DRY. Some tanks (i.e., sewage, grey water) may require bleaching prior to cleaning to assist in removing any residue from surface.
- c. This condition shall require a Gas Free certificate.

1.3.1.3 **Marine Chemist:** The Marine Chemist must be certified by the National Fire Protection Association (NFPA).

1. The Marine Chemist shall inspect and certify tanks, bilges, compartments, and other areas onboard vessels at the CG Yard as being “Atmosphere Safe for Workers” and/or “Safe for Hot Work” IAW NFPA 306 “Standard for the Control of Gas Hazards on Vessels.
2. The Marine Chemist shall provide a certificate listing the Gas Free-certified spaces, in order from forward to aft of the vessel. The Marine Chemist shall provide the Ship Superintendent (SS) and Yard Fire House all gas-free certifications.

1.3.1.4 **Power Washing Services Underwater Hull:** At CG Yard, the underwater (U/W) hull of vessels is defined as the underwater body and appendages of vessels to include, but not limited to sea chests, props, shafts, thruster tunnels, and rudders. Power washing must start within four hours of the vessel being dry docked and continuously cleaned until completed. All power washing shall commence with four (4) hours after the vessel has docked and completed within twenty-four (24) hours, IAW SFLC STD Spec 8634, paragraph 3.5.4.

1. Contractor shall construct containment to capture any water and debris generated from the washing and cleaning processes, prior to the start of power washing.
2. Contractor shall maintain containment area to prevent water and debris from reaching the creek, trough or drains.
3. Contractor shall low pressure wash U/W Hull and appendages with pressure washer producing 3,000 psi and no greater than 5,000 psi of water pressure to achieve

Condition "A" cleanliness. Wash areas until leaching layer is removed down to the antifouling coating.

4. Contractor shall scrape barnacles and marine growth that pressure washing cannot remove.
5. Contractor shall pump, dispose or recycle the water and debris at contractor's expense.
6. Contractor shall clean containment area as an ongoing process and perform a final clean that will require a final inspection from COR/SS.
7. Contractor's water hose connections must be compatible with government's connections.
8. Contractor shall provide all equipment needed as stated in Section 4.3.

1.3.2 **Scope of Work:**

- 1.3.2.1 The Contractor shall provide the requested services within 24 hours of notification. This notification will be issued in the form of a task order or verbal authorization via email by the contracting officer to include a not to exceed amount. All work will be authorized by task orders, detailing the location and services to be provided. The government, at its discretion, may modify the task order to add/reduce the estimated scope of work and/or duration required.
- 1.3.2.2 Contractor shall provide all labor, material, equipment, supervision, and certification for cleaning, to the aforementioned conditions, aboard vessels berthed at the CG Yard.
- 1.3.2.3 Contractor shall contact the Ship Superintendent upon arrival on the job and prior to departure each day.
- 1.3.2.4 Cleaning shall be done in a safe and efficient manner and in accordance with condition codes A, B, or C as required.
- 1.3.2.5 This paragraph not used.
- 1.3.2.6 Contractor must maintain a qualified work force sufficient to complete performance within the specified time frame agreed to by the Contracting Officer, for each tank and void, and in accordance with the Coast Guard schedule.
- 1.3.2.7 The Contractor shall provide safety and health controls for (A) protection to the life and health of employees and other personnel, (B) for prevention of damage to property, materials, supplies and equipment, and (C) against any hazardous conditions aboard ship. The Contractor shall report to the COR/SS any damage to property, materials, supplies, and equipment incident to work performed in accordance with provisions of the contract. If a hazardous situation arises aboard, during cleaning operations, the Contractor shall immediately stop work and report the incident to the COR/SS.
- 1.3.2.8 The Contractor shall ensure that all work areas are visually inspected and tested by taking environmental readings by a Competent Person (as specified in 29 CFR, §1915 Competent Person) with a gas analyzer to determine Lower Explosion Limits (LEL) and atmosphere's oxygen (O2) content prior to initial entry of contractor employees. All

environmental readings must be recorded on the Quality Control Report and provided to COR.

- 1.3.2.9 If during cleaning or pumping operations, a leak is detected in a tank or the Contractor's equipment, the Contractor shall immediately stop work and notify the COR/SS.
- 1.3.2.10 If the Contractor encounters any situation which is delaying, or threatens to delay the timely performance of the contract, the Contractor shall immediately give verbal notice thereof to the COR/SS, and confirmed in writing, including all relevant information with respect thereto, as outlined in FAR 52.212-4(f), Excusable delays. Such notice shall not in any way constitute an extension of the performance time or be construed as a waiver by the Government of any rights or remedies to which it is entitled by law or pursuant to the terms of this contract. Failure to give such notice, however, may be grounds for denial of any claim for additional costs because of such delay. Extensions may be granted on an individual basis and only by the Contracting Officer.
- 1.3.2.11 The Contractor shall at all times keep the work area and passageways around the work areas, where hose and lines are laid, free from any accumulation of waste materials, rubbish, or oil/water. Upon completion of work, the contractor shall remove all material and equipment not the property of the Government from the premises. The Contractor shall leave the work area and premises in a clean, neat, and organized manner satisfactory to the COR or SS. The Contractor shall immediately cleanup any spill or contaminants.
- 1.3.2.12 The Contractor shall be given notice to proceed, not less than 24 hours prior to each requested starting time and date. If verbal notification is given, it will be followed up by a written Task Order.
- 1.3.2.13 The Contractor's Competent Person shall be responsible for assuring that no work is done in the vicinity of tanks that may cause fire or explosion, or that which will interfere with the Contractor's performance, while the Contractor is preparing to work or while work is in progress. Normally all tank cleaning will be done during regular working hours, except when designated by the Contracting Officer. The Contractor shall ensure that all work areas that contain or have contained combustible or flammable liquids, shall be inspected by a Competent Person to determine the presence of combustible or flammable liquids.
- 1.3.2.14 .This paragraph not used.
- 1.3.2.15 The Contractor is responsible for the continued status of gas free, safe for workers, and safe for hot work, until the gas free condition is certified by the Marine Chemist and the gas free Certificate is delivered to the Ship Superintendent and or Yard Firehouse as required.
- 1.3.2.16 The Contractor shall furnish a written certificate stating that the designated compartments or tanks are gas free, certified by a Marine Chemist, in accordance with 29 CFR §1915.14, Paragraph (a), (2), when specified by the Cleanliness Condition Code, as described in Section 1.3.1.1, of this PWS. Certificate to be provided within twenty-four (24) hours

after tanks or bilge cleaning is completed with all the spaces listed numerically from bow to stern, to include compartment name.

- 1.3.2.17 Upon completion of cleaning operations, an inspection shall be performed by the COR/SS, who may reject all or any portion of the work considered unsatisfactory, IAW acceptable Marine Practice and Marine Chemist Standards (NFPA 306, Standard for the Control of Gas Hazards on Vessels). Any rejected work or portion thereof shall be re-cleaned at no cost to the Government within a timely manner.
- A. All contractor property which holds or can hold hazardous materials that is left on CG Yard premises must have the Contractor's contact information placed in the driver's side window indicating the Emergency Contact Number (answered 24/7/365) for the owner/operator of the vehicle. If a tank is left on the premises, the Emergency Contact Number (answered 24/7/365) for the owner/operator of the tank must be painted on the tank in a prominent location. The government will not assume liability for any vehicles/tanks left on CG YARD property. The COR/SS will coordinate the location with the Yard Environmental/Security/Materials Handling.
 - B. All material removed from tanks shall be taken off CG Yard property immediately after cleaning operations are complete. Material shall be processed in accordance with Section 1.3.2.18 before leaving the Yard. Prior to offloading tank liquids, the Government reserves the right to inspect the transport tankers status of contents, to ensure accurate quantities of liquid being removed from the CG Yard. When directed by the COR/SS, the Contractor shall deliver fuel to designated CG Yard storage tanks prior to removing the remaining fuel from the CG Yard. All diesel fuel and JP-5 removed from vessels over 1,500 gallons is subject to a fuel credit. The diesel fuel removed is subject to a price adjustment/credit. The fuel credit shall be based upon the current commodity price Fuel (energy) index, Heating Oil price. The current commodity price can be found at such websites as Mundi. Ex: <https://www.indexmundi.com/commodities/?commodity=heating-oil>
- 1.3.2.18 The Contractor shall properly remove and dispose of all materials in compliance with applicable federal, state, and local environmental laws and regulations. Contractor assumes all responsibility and liability for the transport and proper disposal of materials and in particular the following requirements:
- A. If a spill occurs, the Contractor must report the spill to the USCG Yard Main Gate (410-636-3993) or YARD extension 3000 IMMEDIATELY. A letter describing the incident shall be submitted within 24 hours after the spill. During a spill, the Contractor will receive direction from the Yard Incident Commander/ Firehouse / Environmental or YARD/Vessel OOD.
 - B. The Contractor MUST follow the USCG Yard Facilities Response Plan, when operating on USCG Yard property.

- C. The Contractor shall provide a written manifest/bill of lading indicating the type and quantity of liquid to be removed for each truck load and presented to the Yard Safety Office and a copy to the COR. A representative of the Environmental Staff must sign the document prior to the load leaving the CG Yard. The Environmental Branch is located in Building #4, phone: 410-636-7070. Members of the CG Yard Environmental Branch are available Monday – Friday, 8am-4pm. If transport of Hazmat is after hours, a 24-hour advance notice must be given to the Yard Environmental Branch so they can arrange for someone to be available to sign the manifest/bill of lading. If needed, the Hazmat can stay on base until normal working hours, so the manifest can be signed. If copies of the manifest/bill of lading are NOT given to the Environmental Branch, the removals will be considered incomplete.
- D. The Contractor shall be familiar with State of Maryland; Regulations dealing with Used Oil Management as set forth in Code of Maryland Regulations (COMAR) Title 26, Department of the Environment, Subtitle 10 – Oil Pollution and Tank Management and federal regulation 40 CFR Part 279 – Standards for the Management of Used Oil. The Yard is a generator of used oil but is not a marketer. The Contractor will be considered as the marketer of used oil from the Yard and responsible for complying with the used oil regulations. With the proposal, the Contractor shall provide to the Contracting Officer documentation that they have an agreement with an approved Non-Hazardous disposal site. The Contractor shall be familiar with federal regulations dealing with transferring of oil and hazardous material to or from vessel to shore in bulk as set forth in 33 CFR Part 154 – Facilities Transferring Oil or Hazardous Material in Bulk.

1.3.2.19 Information to be furnished to the Contractor upon placing the Task Order:

- A. Date and time service is required for NLT (no later than) start and completion.
- B. Size of tank to be worked.
- C. Type of tank to be worked.
- D. Cleanliness Code (A), (B), or (C) to be used and gas free requirements.
- E. Estimated quantity of liquid to be removed.
- F. Name and location of vessel and tanks.
- G. Name of Ship Superintendent to contact for positioning of equipment, security requirements, YARD entrance requirements/clearances.

1.3.2.20 **YARD Environmental Management System.** The Contractor will be audited by a member(s) of the YARD Environmental Branch once a year. The audit will verify the qualifications of the Contractor to perform the work according to state and federal regulations, YARD Emergency Response Procedures, Competent Person and contact information.

- 1.4 **Period of Performance:** The period of performance shall consist of one (1) 12-month base year and four (4) 12-month option years, if exercised by the Government.

1.5 General Information:

- 1.5.1 **Quality Assurance:** The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP) (Attachment 4). The QASP is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

- 1.5.1.1 **Quality Control:** The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

- 1.5.1.1.1 **The Quality Control Plan:** The Quality Control Plan shall include, at a minimum, the following:

- a. The quality control organizational structure.
- b. A quality control inspection system covering all tasks included in the contract scope of work. It shall specify tasks or areas to be inspected, both on a scheduled and unscheduled basis, and the manner in which inspections are to be conducted.
- c. A description of the methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- d. A description of the methods for documenting and enforcing quality control operations of Contractor, and any Subcontractor work, including inspection and testing.

- 1.5.1.1.2 **Quality Control Reports:** The Contractor shall submit a copy of the Daily Progress Report (Appendix A) to the COR, within 24-hours for the previous day's work. The Daily Progress Report shall contain, at a minimum, information on the following:

- a. Conditions Found (if required)
- b. Concerns (if required)
- c. Safety Incidents (if required)
- d. Items/Areas ready for inspection (per task list)

- 1.5.2 **Recognized Holidays:** The Contractor may be required to work on the following federal holidays:

New Year's Day	Labor Day
Martin Luther King JR's Birthday	Columbus Day
President's Day	Veteran's Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

- 1.5.3 **Hours of Operation:** Normal working hours at the CG Yard are from 7:00 A.M. to 3:30 P.M., Monday thru Friday, except Federal holidays or when the Government facility is closed, due to local or national emergencies, inclement weather, administrative closings or other Government-directed facility closings. During the months of June through October, the CG Yard operates on a summer schedule and the working hours are 6:00 AM to 2:30 PM.

The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed.

The Contractor may be required to work outside of the normal working hours, days and possibly on weekends. Advance notice will be given, as much as practical.

On days of inclement weather the Contractor will call the U.S. Coast Guard Yard inclement weather hotline at (410) 636-7910, option #1 for that day's status. If the CG Yard is closed the contractor employees will not report for that day. If there is a delayed opening the contract employees should report at that time specified in the announcement message.

- 1.5.4 **Place of Performance:** The place of performance will be CG Yard, Curtis Bay Baltimore, MD 21226.

- 1.5.5 This paragraph not used.

- 1.5.6 **Security Requirements:** The CG Yard, Baltimore, MD is a controlled-access area. The Contractor shall be responsible for providing company-issued photo identification to all employees directed to perform work on the CG Yard. All Contractor employees are required to identify themselves with company identification on their hard hats and/or uniforms. Any Contractor employee, not following U.S. Coast Guard rules and regulations, will be removed from performance on this contract and may be barred from reentering the CG Yard.

A. RAPIDGate Program:

All contractors and subcontractors performing on this contract/purchase order/task order shall utilize the RAPIDGate Program if repeat access to the CG Yard is required for seven (7) or more days annually. RAPIDGate manages the non-Common Access Credential (CAC) eligible vendor/contractor companies and their employees who require access to Coast Guard Yard, Baltimore. Vendor/contractor CAC eligibility has been restricted to only those who require physical access to Coast Guard Yard and logical access to a DoD or DHS network or system.

Vendor/contractor companies that require repeat (7 or more days annually) access to the CG Yard, pay an annual company enrollment subscription to participate in the

RAPIDGate Program and an annual employee registration subscription for each employee to participate in the program. The company enrollment fee is waived for sole proprietors.

Vendor/contractor companies must be approved by a Government sponsor at each DoD and DHS installation where their employees require access. Vendor/contractor employees who are registered, undergo initial and regular vetting and are issued a single credential, which is valid for perimeter access to those DoD and DHS installations where access privileges have been granted. All company enrollments are submitted via the web at www.rapidgate.com and managed by phone or email. Initial employee registrations take place at a Program Registration Kiosk, typically located at participating DoD and DHS Installation Pass & ID Offices. The CG Yard's Registration Kiosk is located at 2401 Hawkins Point Road, Baltimore, MD 21226, BLDG. 144, Security [brick building adjacent to the main gate]. Credentials will be available for pick-up at BLDG. 144, fourteen (14) days after the employee's initial registration.

Costs incurred for delays at the gate due to the contractor's failure to comply with this requirement or to provide qualified, authorized personnel will not be reimbursed by the Government. Additionally, the contractor's failure to comply with RAPIDGate requirements, or for delays caused by the disqualification of contractor employees may result in adverse action by the Contracting Officer. Any RAPIDGate program questions should be directed to: 1-877-727-4342.

B. Physical Access Suitability

The Government will have, and will exercise, full and complete control over granting, denying, withholding or terminating suitability determinations for all contract employees granted access to Government facilities. All employees assigned to positions requiring access to USCG facilities under this contract shall be subject to background investigations at the "National Agency Check with Inquiries" (NACI) level. Contractor personnel with access to the USCG network shall also be required to comply with this requirement. The Government may, as it deems appropriate, authorize and grant temporary access to employees of the Contractor and its subcontractors. However, the granting of temporary access to any such employee will not be considered as assurance that full suitability determination will follow as a result or condition thereof. The granting of either temporary or full access will in no way prevent, preclude, or bar the withdrawal or termination of any such suitability determination by the Government as deemed necessary to protect CG systems and facilities.

1.5.6.1 Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use.

1.5.6.2 Listing of Employees: The Contractor shall maintain a current listing of employees working on the contract. This list will include the employee's name. The list shall be provided to the Contracting Officer and the COR. An updated listing shall be provided when an employee's status or information changes.

1.5.6.3 Reporting Requirements: Contractor personnel shall report to an appropriate authority (Contracting Officer, COR, Ship Superintendent) any information or circumstances of which they are aware that may pose a threat to the security of U.S. Coast Guard personnel, Contractor personnel, resources, and classified or unclassified defense information. The Contractor shall not substitute employee(s) without prior notification to the Contracting Officer and COR. Contractor employees shall receive a full safety briefing from their immediate supervisor of all known hazards in areas that work shall be performed. The safety briefing shall be provided prior to reporting for duty on base.

1.5.7 Occupational Safety and Health Standards: The Contractor is required to follow 29 CFR 1915, Occupational Safety and Health Standards for Shipyard Employment (OSHA Shipyard Industry Standard), while performing work at the U.S. Coast Guard Yard. The Contractor shall provide all required personnel safety equipment for their employees, such as, but not limited to: hard hats, safety glasses, face shields, steel-toed shoes, ear plugs, flash lights, gloves and respirators (including cartridges), boots, and Tyvek suits. All safety equipment must meet OSHA standards. Failure of the Contractor employees to comply with the above requirements could result in a shutdown of operations.

The CG Yard has 24 hour first aid, spill response, and fire protection available. If necessary, the Contractor may call 410-636-3993 from non-Yard phones, and extension 3000 from Yard phones for emergency situations. The CG Yard will provide emergency first aid only. Injuries must be reported immediately and followed up with a written report to the Contracting Officer Representative (COR).

1.5.8 Special Qualifications: The Contractor shall comply with all the U.S. Coast Guard Yard ISO 9001 Quality Management Systems and ISO 14001 Environmental Management Systems certifications. The Contractor may be periodically audited to ensure conformity to these certifications and standards.

1.5.8.1 ISO Certifications: The Coast Guard YARD is an ISO 14001 certified industrial facility. Maintaining this environmental certification is of paramount importance to the Yard. The Contractor may be audited one or more times a year to ensure their compliance. The Contractor, therefore, will be held strictly accountable for violations of the ISO 14001 Standards and environmental law and/or regulation. The Contractor will receive a Yard Environmental Corrective Action Request for any spills/releases of contaminated waters or oils. Any fines levied against the Government by the Maryland Department of the Environment, Environmental Protection Agency or other regulatory agency will be charged to the Contractor, if the Contractor is found to be at fault.

1.5.9 Post Award Conference/Periodic Progress Meetings: The Contractor shall attend any post award conference convened by the contracting activity or contract administration office. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance and schedule. At these meetings the Contracting Officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. The frequency of

these meetings and required deliverables will be discussed at the kick-off meeting. These meetings shall be at no additional cost to the government.

1.5.9.1 Kick-Off Meeting: The kick-off meeting will be held 5 (five) business days after contract award, and before any work commences. The Contractor shall meet with the COR and other CG personnel to perform a walk-through to establish an interference check-off sheet as well as a specific services (task) check-off sheet. In addition, the Contractor shall provide a daily progress report to the COR. Both of these check-off sheets and the daily progress report shall be used by the COR during inspection of work daily and upon completion.

1.5.9.2 Progress Meetings: The contractor shall participate in quarterly Coast Guard progress meetings, as directed by the COR. During these meetings routine project management issues will be addressed. If discussions are required to address contract performance issues, then they will be initiated by the Contracting Officer or the COR.

1.5.9.3 Performance Schedule: Within 24 hours of the kick-off meeting, the Contractor shall provide the Government with a schedule of work to be performed.

1.5.10 Contracting Officer's Representative (COR): The COR will be identified by separate letter. The COR will monitor all technical aspects of the contract and assist in administrative functions. The COR is authorized to perform only those functions designated in the letter issued by the Contracting Officer. A letter of designation, issued to the COR (a copy of which will be sent to the Contractor), states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in performance dates. The COR is not authorized to change any of the terms and/or conditions of the contract. All contract changes that impact price or cost, quality of work and the performance schedule may only be approved or made by the Contracting Officer

1.5.11 Key Personnel: The Contractor shall provide a Supervisor and Alternate Supervisor who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor shall be designated in writing to the Contracting Officer. The Supervisor and Alternate Supervisor shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Supervisor and Alternate Supervisor shall be available between 7:00 a.m. to 4:30 p.m., Monday through Friday except Federal holidays or when the government facility is closed.

1.5.11.1 Supervisor and Alternate Supervisor:

1.5.11.1.1 The Supervisor and Alternate Supervisor shall have, at a minimum, two (2) years of documented tank/bilge cleaning experience as a Supervisor and certified for confined space entry. The ability and experience of the above personnel shall be provided to the Government with the proposal in the form of a resume detailing qualifications such as experience and training.

1.5.11.1.2 Worker/labor shall have a minimum two (2) years documented experience as a tank/bilge cleaner, and certified for confined space entry. The Contractor is responsible to ensure all personnel working on the task have the experience and required training and certifications needed to perform their assigned tasks. A staffing plan, detailing how the Contractor will maintain

a qualified workforce sufficient to complete the tasks in this PWS shall be provided with the proposal. .

1.5.12 Coordination with COR: The Contractor shall coordinate all work requirements, stated herein, with the Contracting Officer and the COR. There may be occasions in which the CG Yard will request the Contractor to cease work or move to a different location on the vessel due to CG Yard production requirements.

1.5.13. Interferences: Work sites may contain such items as scaffolding, hoses, debris, and other interferences from CG Yard work operations. An effort will be made to remove and/or minimize such interferences to the extent that it is practical. In the event such interferences are not removed, the Contractor shall notify the COR immediately to mitigate the situation. The presence of interferences and the COR's inability to totally mitigate the impact on performance will not relieve the Contractor of responsibility for performance of services required.

1.5.14. Coordination and Communication with Other Contractors: Coordination and communication with other contractors, referred to as associate contractors, may be required while performing the tasks within this PWS.

1.5.14.1 The Contractor and associate contractors shall work and maintain close liaison with each other in order to ensure accomplishment of this objective and that each contractor is successful. The Associate Contractors shall enter into a written ACA with each other. The ACA shall provide for a complete and unbiased exchange of scheduling information to include work locations. The following shall be included in the ACA:

- (a) Identification of the information to be furnished between the Associate Contractors. This shall, at a minimum, include the schedule and locations of work to be performed.
- (b) Services to be provided by one Associate Contractor to another [if applicable]
- (c) The materials to be provided between the Associate Contractors during performance. [if applicable]

1.5.14.2 When the Associate Contractors fail to agree upon action to be taken in connection with their respective responsibilities, each of them shall promptly notify the COR responsible for their respective contract and furnish their recommendations for a solution. The Associate Contractors shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of their failure to: (a) resolve ACAs disputes; (b) promptly refer matters to the COR assigned to their respective contract; and or (c) to implement any direction given by the COR assigned to their respective contract.

1.5.15 Damage to Government Property: The Contractor shall be held liable for any damage to government property caused by the Contractor. The Contractor shall provide protective coverings on all vulnerable equipment and surfaces. It shall be the responsibility of the Contractor to ensure that the covering is adequate. Any concerns as to the adequacy of the coverings must be brought to the attention of the COR. The Contractor shall inspect the area before work commences and may

request a technical inspection from the COR, however such an inspection does not relieve the Contractor from responsibility for damage.

PART 2

DEFINITIONS AND ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. CONTRACT DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to perform specific technical or administrative functions. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. KEY PERSONNEL. Contractor personnel whose qualifications are evaluated in the source selection process and whose services the Government that can required as part of the performance of the contract in accordance with the Key Personnel provisions in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal. Substitution of all Key Personnel requires approval by the Contracting Officer.

2.1.5. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.6. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.7. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract and commercial quality requirements.

2.1.8. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

PART 3

GOVERNMENT FURNISHED ITEMS AND SERVICES

3 GOVERNMENT FURNISHED ITEMS AND SERVICES:

- 3.1 **Services:** Provide material handling services to load and unload Contractor machinery and for the setup of equipment. The U.S. Coast Guard Yard shall endeavor to provide timely assistance as requested by the Contractor. The Contractor shall provide 24 hour notice to the Government when there is a need for material handling services.
- 3.2 **Utilities:** Provide water, compressed air, and electricity for the Contractor as defined herein. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating in such a manner that precludes the waste of utilities, for example turning off the water faucets or valves after using the required amount to accomplish assigned work.
- 3.2.1 **Water:** Provide a source of water for Contractor machinery. The Contractor shall be responsible for ensuring that their water hookup connections are compatible with the Yard's water sources.
- 3.2.2 **Compressed Air:** Provide a source of compressed air for Contractor machinery. The Contractor shall be responsible for ensuring that their compressed air hookup connections are compatible with the Yard's compressed air sources.
- 3.2.3 **Electricity:** Provide up to 200 amps and up to 480 volts of electrical services.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4 CONTRACTOR FURNISHED ITEMS, SERVICES AND RESPONSIBILITIES:

- 4.1 **General:** The Contractor shall furnish all equipment and services required to perform work under this contract other than those explicitly addressed in Part 3 of this PWS.

The Contractor shall report to the designated work site within 24 hours after notification by the Contracting Officer. No other individual has the authority to direct the Contractor to begin work other than a warranted Contracting Officer. Pending Coast Guard Yard production schedules, services may be required on an intermittent basis within the period and quantity specified.

- 4.2 **Tank and Bilge Cleaning Services, Marine Chemist Services, and Power Washing Services of Underwater Hulls:** The Contractor shall perform all tank and bilge cleaning services, Marine Chemist services and power washing services of underwater hulls required by the task order to a commercially reasonable standard and in accordance with this PWS.

- 4.3 Materials:** The Contractor shall provide all cleaning detergent, bleach and rags required for the assigned work.
- 4.4 Equipment:** The Contractor shall, throughout the performance of this contract, be in possession of fully functioning equipment and tools to complete assigned work. The following tools and equipment are required:
- a.** Tools and equipment including, but not limited to, basic hand tools and power tools commonly used in the trade; for example vacuum trucks, power washers, hoses, man lifts, gas analyzers, wrenches and screwdrivers, hoods respirators.
 - b.** Provide **all** standard Personal Protection Equipment (PPE) in accordance with Occupational Safety and Health Administration (OSHA) Standard to perform tank and bilge cleaning services including but not limited to hard hats, safety glasses, face shields, steel-toed shoes, ear plugs, flash lights, gloves and respirators (including cartridges), boots and Tyvek suits.
- 4.4.1** The above mentioned equipment may be owned or leased by the Contractor and the demonstrated ability to own or lease the equipment must be indicated in the contract proposal.
- 4.5 Hazardous Materials and Waste:** If it comes to the Contractor's attention that the coating materials requiring removal are suspected hazardous material and would produce hazardous waste (Code of Maryland Regulations, Title 26, Subtitle 13 and 40 CFR 260-267), the Contractor shall cease work immediately and notify the COR. If the surface coating being removed contains lead, cadmium, chromium or Polychlorinated Biphenyl or PCB's, the Contractor shall notify the COR immediately. The Government will have the responsibility to dispose of any hazardous materials and waste. The Contractor will have the responsibility to provide its full cooperation with the removal and disposal process.
- 4.5.1 Disposal and Measurement:** The Contractor shall provide an invoice/receipt/certificate with the amount of waste, in gallons, disposed of at an approved, certified, commercial facility, to be filed with the on-site Facilities Coordinator and the Contracting Officers Representative. Contractor-selected disposal sites must be an authorized Hazardous/Non-Hazardous waste disposal site.
- 4.5.2** Waste tickets and non-regulated waste manifests shall accompany invoices for each removal, so that payment may be processed for each service performed. Additionally, a copy of all weight tickets and invoices shall be submitted to the shop planner on the next business day after disposal. The contract number and task order number for services shall be clearly marked on the weight ticket and invoices. Disposal of the waste shall meet all federal, state, and local standards and regulations, and is to be substantiated by the submittal of a non-regulated waste manifest to the Contracting Officer or the Contract Administrator and an additional copy shall be furnished to the COR.

PART 5

APPLICABLE PUBLICATIONS

5. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

5.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures cited in this PWS, including:

5.2. Federal, State, and Local Laws and Regulations:

- a. 29 CFR §1915 Occupational Safety and Health Standards for Shipyard Employment – Competent Person
- b. 29 CFR §1915.14 – Occupational Safety and Health Standards for shipyard Employment – Hot Work
- c. 33 CFR Title 154 – Title 33 – Navigation and Navigable Waters, Chapter I – Coast Guard, Department of Homeland Security (Continued), Subchapter O - Pollution, Part 154 – Facilities Transferring Oil or Hazardous Material in Bulk
- d. 40 CFR Part 279 – Standards for the Management of Used Oil
- e. Code of Maryland Regulations (COMAR) Title 26, Department of the Environment, Subtitle 10 – Oil Pollution and Tank Management and federal regulations 40 CFR Part 279 – Standards for the Management of Used Oil
- f. All applicable Federal, State and Local Laws and Regulations

5.3. Coast Guard Publications:

- a. SFLC Standard Specification 8634 – Dry-Docking, Paragraph 3.5.4 (2018)
- b. Coast Guard Yard Quality Manual, Management Operating Procedure 088
- c. Yard National Pollution Discharge Elimination System (NPDES) Permit
- d. Yard Title V Operating Air Permit
- e. Yard Wastewater Discharge Permit
- f. Yard Oil Operations Permit

5.2 Other References:

- a. ISO 9001:2015 Quality Management Systems - Requirements
- b. ISO 14001:2015 – Environmental Management Systems
- c. NFPA 306 – Standard for the Control of Gas Hazards on Vessels
- d. Society for Protective Coatings (SSPC) -SP 1 –Solvent Cleaning (August 2016).

APPENDIX A

Daily Progress Report

General

Report Date: _____

Products to be removed (circle one): _____

Approx. Gal: _____

Manpower and Equipment

Number of personnel: _____

Equipment on-site: _____

Detergents used: _____

Tank Atmospheric Conditions (if applicable)

O₂: _____ NOX: _____ CO₂: _____

CO: _____ HC: _____

H₂S: _____ LEL: _____

Weather

Condition (circle one): SUNNY CLOUDY RAINING SNOWING OTHER

Temp: _____

Comments: (If applicable, identify conditions found, delays, concerns, safety incidents, and items/areas ready for inspection.)

Contractor Signature: _____

COR/Ship Sup: _____